



GENERAL PUBLIC RECREATION SERVICES
MINOR RELEASE AND PARTICIPATION
AGREEMENT
(READ CAREFULLY BEFORE SIGNING)

Lafayette College and its Department of Recreation Services (the “College”) will not permit use of any facilities and/or participation in any Recreation Program provided or sponsored by the College unless this form is signed by the Participant’s parent(s) and/or legal guardian(s). I acknowledge and agree that use of all facilities and voluntary participation in any Recreation Program provided or sponsored by the College is a privilege.

I. ASSUMPTION OF THE RISK, GENERAL RELEASE, WAIVER, COVENANT NOT TO SUE, INDEMNIFICATION, VENUE AND CHOICE OF LAW AGREEMENT

I understand that use of the facilities and voluntary participation in a Recreation Program may expose Participant to risks and dangers during instruction, practice, training, transportation and/or participation. In consideration of Participant being allowed to use the facilities and participate in any Recreation Program, that I, the undersigned, expressly acknowledge, understand, and agree to the following:

A. **ASSUMPTION OF RISK:** I fully understand, accept, and appreciate that Participant’s use of the facilities and/or voluntary participation in the Recreation Program involves risks and dangers of serious bodily injury, including, but not limited to, death, neck and spinal cord injury, partial or complete paralysis, concussions, brain damage, injury to virtually all internal organs, bones, joints, ligaments, muscles, tendons, limbs, eyes, and other aspects of the body, fatigue, dizziness, scrapes, bruises, sprains, general health and well-being. I and Participant accept and assume the particular risks and dangers associated with the Recreation Program. While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury still remain. I further acknowledge and agree that Participant may not be supervised at all times during use of the facilities or participation in the Recreation Program, including but not limited to instruction/training/practices/activities. I knowingly and freely assume all risks, both known and unknown, associated with the use of the facilities and/or Recreation Program, including, but not limited to, bodily injuries and damage and loss of property, for myself and Participant.

B. **GENERAL RELEASE:** I agree, on my own behalf and that of Participant, and on behalf of our heirs, executors, administrators, personal representatives and/or assigns (“Releaseors”), to forever release, acquit, discharge and hold harmless the College, its trustees, officers, employees, students, volunteers, representatives and agents (the “Releasees”) from any and all claims, suits, liabilities, actions and causes of action, for bodily injury, property damage or wrongful death, including but not limited to, allegations or findings of negligent acts or omissions on the part of the Releasees, which Releaseors may have, now or in the future, which arise directly or indirectly out of Participant’s use of the facilities and/or participation in the Recreation Program. This release shall remain binding for all times hereafter.

C. **WAIVER AND COVENANT NOT TO SUE:** To the extent any claim is made by any person or entity against any of the Releasees in connection with Participant’s use of the facilities or participation in the Recreation Program, I hereby waive, on behalf of myself and Participant, any claim for or right to monetary damages or any other form of personal relief. I hereby covenant, on my own behalf and on behalf of Participant, not to sue the Releasees for any claim covered under Section I(B) (the “Release”). I further agree that I will not assert in any forum any of the claims described in the Release. I acknowledge and agree that Releasees are entitled to recover all costs and attorneys’ fees incurred in the enforcement of this provision. Notwithstanding the generality of this Covenant Not to Sue, the above Release and Waiver of claims applies to the fullest extent permitted by law.

D. **INDEMNIFICATION:** I hereby agree, on my own behalf and on behalf of Participant, to indemnify, defend, and hold harmless the Releasees from and against any and all third-party claims, demands, suits, actions, damages, costs, attorney's fees, expert fees, and causes of action that allege, arise out of, or are in any way attributable to Participant's or my negligent or intentional acts or omissions in connection with the use of the facilities or participation in a Recreation Program.

E. **VENUE AND CHOICE OF LAW:** I agree to venue for the purpose of resolving all disputes or issues of law, equity or fact, arising out of or related to Participant's participation in any Recreation Program in the Commonwealth of Pennsylvania (Northampton County). The law applicable to the use of the facilities and/or participation in any Recreation Program, in all respects, shall be that of the Commonwealth of Pennsylvania.

II. MEDICAL RELEASE AND TREATMENT AUTHORIZATION

I agree, on behalf of myself and Participant, to assume all risks of the use of the facilities or participation in any Recreation Program associated with any medical needs or conditions of Participant.

I certify that I am solely responsible for making any appropriate arrangements regarding any medical needs or conditions of Participant. I agree, on behalf of myself and Participant, to forever release, acquit, discharge and hold harmless the Releasees for any claim arising from Participant's use of the facilities or participation in the Recreation Program with regard to any medical need or condition of Participant.

In the event of an accident or other emergency, I understand that the College or its employees or representatives will, to the extent reasonably possible, attempt to consult with me concerning any medical care to be provided to Participant. Absent my direct instructions, I hereby authorize the College to permit commencement of medical treatment or hospital care (including necessary transportation) when, in the judgment of the first responder involved, such treatment is medically appropriate, even if I have not yet been consulted. In authorizing such medical treatment, I agree to accept the determination of the first responder that the treatment or care rendered was medically appropriate to protect the life, health or mental well-being of Participant. I hereby agree to bear all costs incurred as a result of the foregoing.

III. PARTICIPANT'S PERMISSION AND CONSENT TO PARTICIPATE

In consideration of the use of any facility and/or participation in the Recreation Program, that I, the undersigned, acknowledge, understand, and agree as follows:

1. Participant has my permission to use all facilities in any meetings, instruction, recreation, aquatics, wall climbing, fitness, sports and/or activities provided or sponsored by the College; and,
2. Participant has my permission to participate in all instruction/practices/training/activities associated with the Recreation Program.

All of the activities described above are collectively referred to herein as a "Recreation Program." By signing this Agreement, I acknowledge that I am the legal guardian, or have legal custody, of the Participant, and that I had the opportunity to ask questions and obtain whatever information I required to fully inform myself about the facilities and Recreation Program.

IV. ACKNOWLEDGEMENTS

I acknowledge that I have considered all physical or mental health conditions, and any risks associated with any such conditions, that could potentially affect Participant's ability to safely use the facilities or participate in the Recreation Program. The use of the facilities and/or participation in any Recreation Program is based upon my belief that Participant does not have a physical or mental health condition that could affect his/her ability to safely participate in the Recreation Program.

I, the undersigned, have read the entirety of this Agreement and I understand what it means. I hereby expressly agree that the provisions contained in this Agreement are intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion hereof is held invalid or unenforceable, I agree that the balance shall continue in full legal force and effect.

By signing this Agreement, I affirm that I am authorized to sign on Participant's behalf, and have decided on his/her use of the facilities and/or to voluntarily participate in the Recreation Program, with full knowledge that the Releasees will not be liable for any personal injury or property damage Participant may suffer or cause.

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Print Participant #1 Name (17 or Younger): _____

Print Participant #2 Name (17 or Younger): _____

Print Participant #3 Name (17 or Younger): _____

Print Participant #4 Name (17 or Younger): _____

Signature of Parent/Legal Guardian: _____

Print Parent/Guardian Full Name: _____ Date: _____

<u>Relationship to Participant(s):</u>	<u>Home Phone:</u>	<u>Mobile Phone:</u>	<u>Business Phone:</u>